

## Table of Contents

Agenda . . . . .	3
Approval of Minutes of the Meeting of May 21,2012	
Minutes of the May 21, 2012 Meeting. . . . .	5
Resolution Authorizing Execution of Agreement - Macon County WWII Memorial Committee	
Council Memo 2012-11 WWII Monument Agreement. . . . .	12
Resolution Authorizing Execution of WWII Monument Agreement . . . . .	13
Agreement WWII Monument . . . . .	14
Resolution Opposing Reduction of State Collected Revenues Due Municipalities	
Council Memo 2012-10 Opposing Reduction of State Collected Revenues Due Municipalities. . . . .	21
Resolution Opposing Reduction of State Collected Revenues Due Municipalities . . . . .	22
Resolution Accepting the Bid of DIAMOND MANUFACTURING, INC. for Transit Fareboxes	
Mayor's Memo . . . . .	23
Transit Resolution. . . . .	25
Specifications and Bids . . . . .	26
Resolution Authorizing Change Order #1 with Golf Construction for Parking Garages B & C Repairs Project	
2012-46 Memo Parking Garages B and C Repairs- Change Order 1 . . . . .	31
2012-46 Resolution Change Order Golf Construction CP2011-02 . . . . .	34
2012-46 Garage Repair Cost Overruns 05-29-12 Letter . . . . .	35
2012-46 Attachement-Garage B Reconstruction Photographs . . . . .	37
2012-46 Change Order 1-Table-Additional Items. . . . .	40
2012-46 Change Order 1-Parking Garages-Golf Construction-1 (3). . . . .	41
Resolution Authorizing Action Regarding Unsafe Structures	
Memo . . . . .	42
Resolution. . . . .	47
Ordinance Amending City Code Chapter 73 Offenses	
Legal Department Memo Amendment to Chapter 73 Section 28 (A). . . . .	48
Ordinance Amending City Code Chapter 73 - Offenses- . . . . .	49
Additions and Deletions Chapter 73. . . . .	50
Resolution Authorizing Signatory Representative	
Bank Signatory Representative Change - memo # 2012 -23 . . . . .	51
Bank Authorization Resolution and Signatures on Bank Accounts . . . . .	52
Municipal Aggregation	

Information Memo 2012-07 Municipal Aggregation . . . . .	54
Attachment Info Memo 2012-07. . . . .	55



**Monday, June 04, 2012  
5:30 PM**

## **CITY COUNCIL AGENDA**

### **I. Call to Order**

1. Roll Call
2. Pledge of Allegiance

### **II. Approval of Minutes**

Approval of Minutes of the Meeting of May 21, 2012

### **III. Unfinished Business**

### **IV. New Business**

1. Proclamations and Recognitions
  - A. Proclamations
2. Resolution Authorizing Execution of Agreement - Macon County WWII Memorial Committee
3. Resolution Opposing Reduction of State Collected Revenues Due Municipalities
4. Resolution Accepting the Bid of DIAMOND MANUFACTURING, INC. for Transit Fareboxes
5. Resolution Authorizing Change Order #1 with Golf Construction for Parking Garages B & C Repairs Project
6. Resolution Authorizing Action Regarding Unsafe Structures
7. Ordinance Amending City Code Chapter 73 Offenses
8. Consent Calendar: Matter listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired, that item will be removed from Consent Calendar and will be considered separately.
  - A. Resolution Authorizing Signatory Representative

9. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members.

10. Other Business

**V.** Recess/Study

A. Municipal Aggregation

**VI.** Adjournment to Closed Executive Session for the purpose of a discussion of collective negotiating matters.

## CITY COUNCIL MINUTES\*\*

MONDAY, MAY 21, 2012

On Monday, May 21, 2012, the City Council of the City of Decatur, Illinois, met in Regular Meeting and Study Session at 5:30 p.m. in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois. Mayor Michael T. McElroy presided; together with him being Councilmen Jerry J. Dawson, Larry W. Foster, Pat McDaniel, Julie Moore-Wolfe, and Dana M. Ray. Councilman Patrick Laegeler was absent. Six members were present and one absent. Mayor McElroy declared a quorum present.

City Manager, Ryan P. McCrady, attended the meeting.

Mayor McElroy led the Pledge of Allegiance to the Flag.

The minutes of the meeting of May 7, 2012 were presented. Councilman Foster moved the minutes be approved as written; seconded by Councilman Dawson. No discussion was had regarding the minutes and upon call of the roll, Councilmen Dawson, Foster, McDaniel, Moore, Ray, and Mayor McElroy voted aye. The Mayor declared the motion carried.

Mayor McElroy called for New Business.

This being the time set for Proclamations and Recognitions, Latrice Williams, recipient of the 2012 Youth of the Year Award read the Walter E. Smith Proclamation.

CONO presentation by Sue Lawson was the next order of business. Ms. Lawson thanked Francie Johnson of Dove, Inc. In addition, she advised positive feedback was received from last Thursday's neighborhood walk. Lawson made an open invitation to all those who are available to attend the CONO picnic at 6:00 p.m. on June 26, 2012 at Fansfield. Further, Lawson advised National Night Out will be August 7.

Ordinance No. 2012-33, appointing City Treasurer, was presented.

Councilman Foster moved the ordinance do pass; seconded by Councilwoman Moore.

City Manager McCrady advised he would recommend the appointment and answer any questions. Ron Neufeld is retiring and Gregg Zientara has been hired to take his place. Mr. Zientara has been able to spend some time with Mr. Neufeld to become acquainted with the Finance Department as well as other City Departments. Further, Mr. Zientara will complete the remainder of Mr. Neufeld's term of appointment to April 30, 2015.

There being no questions, Mayor McElroy asked the Clerk to call the roll. Upon call of the roll, Councilmen, Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

Mayor McElroy thanked Ron Neufeld for his service and welcomed Gregg Zientara.

Resolution R2012-109, authorizing change order 1 with Kinney Contractors, Inc. for Water Street Streetscape Enhancement Phase 2, was presented.

Councilman Dawson moved the resolution do pass; seconded by Councilwoman, Ray.

City Manager McCrady presented an overview of this item, including but not limited to the fact that this work will address and cut down on the sewer odor in the downtown area. Councilman McDaniel expressed this is a good investment for the downtown area. Councilwoman Moore inquired about change orders, unforeseen expenses being incurred, and what type of monitoring takes place. The City Manager addressed Councilwoman Moore's inquiry explaining by using good contractors, making sure we also have good contracts and bid specifications, as well as monitoring progress by City staff of change orders, helps to eliminate excessive change orders. Richard Marley, Director of Public Works also addressed Councilwoman Moore's inquiry stating the city has not seen excessive change orders on these projects and that the city is using unit price contracts which means we measure everything and pay for it based on square foot price.

Upon call of the roll, Councilmen, Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

Resolution R2012-110, authorizing change order number 1 with Feutz Contractors, Inc. for Main Street Streetscape Enhancement was presented.

Councilman Dawson moved the resolution do pass; seconded by Councilwoman, Ray.

City Manager McCrady provided an overview stating this is a planned improvement of Sam's Hockaday building which has sub-sidewalk vaults that need to be taken care of. Staff is in the process of working out an agreement with the owners of the building and if no agreement is signed no work will be done by the city. There is a need for the vault issue to be addressed. Councilman McDaniel expressed he was glad the owners were going to perform some work on their building and supports this item as long as the owners sign a contract prior to the work being done. Councilwoman Ray expressed concern regarding the opposite side of the street with regard to the

streetscape. City Manager McCrady advised no work on the opposite side of the street would be done.

Upon call of the roll, Councilmen, Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

Resolution R2012-111, Resolution Authorizing Agreement with Phillip W. Cochran Engineering for Central Park Streetscape Enhancement was presented. Councilman Foster moved the resolution do pass; seconded by Councilwoman Moore.

Summary by City Manager McCrady that this item addresses design services for improving Central Park.

Upon call of the roll, Councilmen Dawson, Foster, Moore, Ray and Mayor McElroy voted aye. Councilman McDaniel voted no. The Mayor declared the motion carried.

Resolution R2012-112, authorizing appropriation of Motor Fuel Tax Funds for Proposed 2012 Asphalt Street Improvements was presented.

Councilman McDaniel moved the resolution do pass; seconded by Councilwoman Moore.

Upon call of the roll, Councilmen Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

Resolution R2012-113, appropriating Motor Fuel Tax Funds for Concrete Pavement Restoration, L & A Industrial Drive Phase 2 was presented.

Councilman Dawson moved the resolution do pass; seconded by Councilwoman Ray.

Upon call of the roll, Councilmen Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

Resolution R2012-114, authorizing appropriation of Motor Fuel Tax Funds for Traffic Signal Maintenance for Calendar Year 2011, was presented.

Councilman Dawson moved the resolution do pass; seconded by Councilman McDaniel.

Upon call of the roll, Councilmen Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

Resolution R2012-115, appropriating Motor Fuel Tax Funds for Traffic Signal Maintenance for Calendar Year 2012, was presented.

Councilman Dawson moved the resolution do pass; seconded by Councilwoman Ray.

Upon call of the roll, Councilmen Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

Resolution R2012-116, authorizing a Contract with Entler Excavating Co., Inc. for 2012 Miscellaneous Storm and Sanitary Sewer Improvement Project, was presented.

Councilman McDaniel moved the resolution do pass; seconded by Councilman Dawson.

Upon call of the roll, Councilmen Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

Resolution R2012-117, authorizing Contract for Environmental Services with Kelron Environmental for the Corley Landfill was presented.

Councilman Dawson moved the resolution do pass; seconded by Councilwoman Moore.

Upon call of the roll, Councilmen Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

Resolution R2012-118, authorizing a Corley Landfill Agreement with the State of Illinois Department of Natural Resources was presented.

Councilman Foster moved the resolution do pass; seconded by Councilman Dawson.

Upon call of the roll, Councilmen Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

Resolution R2012-119, authorizing Amendment to contract for Sale with Tony Romano, Lot 2 of Mound Center was presented.

Councilman Ray moved the resolution do pass; seconded by Councilman Dawson.

Upon call of the roll, Councilmen Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

Ordinance 2012-34 adding territory to Enterprise Zone Archer Daniels Midland.

Councilwoman Moore moved the ordinance do pass; seconded by Councilman Foster.



City Manager provided a summary of this item. Councilman Foster stated he fully supports this issue. Mayor McElroy publically thanked Mr. Coil and added that Mr. Coil is highly respected, does a wonderful job representing us and stands strong for what we need in Decatur.

There being no questions, Mayor McElroy asked the Clerk to call the roll. Upon call of the roll, Councilmen, Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

Resolution authorizing execution of Agreement Macon County WWII Memorial Committee was presented.

The City Manager requested this item be pulled because of language problems in the Agreement stating changes need to be made. Councilman Foster stated he wants to see the construction move forward.

The Clerk requested there be a motion to table this item. Councilwoman Ray moved that the item be tabled; seconded by Councilman Dawson.

Upon call of the roll, Councilmen Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye.

Mayor McElroy called for Consent Calendar Items A – D be approved by Omnibus Vote; Councilman McDaniel moved that the items presented be approved; seconded by Councilman Foster, and on call of the roll, Councilmen Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

- A. Approval of Minutes from Boards and Commissions
- B. Resolution Approving Appointments to DCDF Board
- C. Resolution Authorizing Filing of FY Operating Assistance Grant with the Federal Transit Administration, Decatur Public Transit
- D. Resolution Regarding Temporary Closing of State Right-of-Way Community Event

This being the time set for Appearance of Citizens, no one appeared.

This being the time set for Other Business Councilman McDaniel inquired about the traffic signals on Route 48, Councilwoman Moore inquired as to whether there was value in doing a resolution with regard to the State taking personal property tax away from the City and Councilwoman Ray spoke about the Neighborhood Walk that took place and felt the group was well received. In addition, the Mayor asked Chief Sekosky to come to the podium and address or bring forward any issues with regard to the fire trucks having access to Lake Grove Club where there was a fire last week. The Mayor

explained he received an e-mail and forwarded the same to the Chief. The Chief advised the Fire Department did not have a problem getting to the property. Chief Sekosky stated they stay away from the underpass and always have. They go in from the North, East or West. The fire was knocked down quickly and there were no problems.

Councilman Foster moved the Council recess to Study Session for the purpose of a discussion regarding a New Police Facility – Financing Study and April Financial report, seconded by Councilman Dawson, and upon call of the roll, Councilmen Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

The first item of business – New Police Facility Financing. The City Manager provided an overview with regard to various ways to finance the new police facility. The location of the new facility has been narrowed down to either Wabash Crossing or somewhere in the downtown area. A variety of options regarding financing were discussed, including, property tax increase, city utility tax increase, sales tax, and a tax on gas. City Manager McCrady advised there are no State/Federal Grants for building the facility. However, there may be grants for funding technology upgrades. The police facility will need to be funded on a local level. All agreed a new police facility needs to happen. Councilwoman Moore stated she could support some type of blended funding. Councilman Dawson inquired about where the City of Decatur is compared to other communities with the utility tax. City Manager advised we are below average. Councilman McDaniel inquired about the Wabash Crossing location being in a TIF District if TIF funds could be used. The City Manager explained that TIF funding could not be used for the building of this facility. Councilman McDaniel stated he believed a blend is best and would support a small city gas tax which would be fair to all. Further he stated the he polled 20 people and only two were totally opposed to any type of tax, the majority could support a gas tax and felt the gas tax would be fair. Councilman Foster voiced his support for the building of the facility. He stated that he would prefer one tax, would oppose a property tax increase. Further stated the community needs this facility and would support the decision of the majority of council in order to accomplish the building of a new facility. Councilwoman Moore stated she was concerned with the utility tax because he may hit the high-end users such as small business hard. She stated she could go either way a blend or one tax, she does like the city gas tax. Councilman Dawson stated he would prefer a blend. Councilwoman Ray suggested more input from citizens is needed and suggested a survey. The Mayor expressed a functional facility is needed and deserved. Council directed city staff to survey citizens and discussion was had on various ways to accomplish that. There was discussion with regard to capturing a tax for internet sales/purchases and it was agreed the City Manager will continue to monitor that issue.

The second item of business – April Financial Report. City Manager McCrady advised that the April financial report may look a little different than what Council

expected because two items of revenue, the Comcast payment and the income tax payment, were not received until after the fiscal year. The City continued to keep expenses under control. He will keep a close eye on things and continue to update Council.

There being no further business, Councilman Foster moved the meeting be adjourned; seconded by Councilman McDaniel and on call of the roll, Councilmen Dawson, Foster, McDaniel, Moore, Ray and Mayor McElroy voted aye. The Mayor declared the meeting adjourned.

Linda M. Swartz, City Clerk  
Approved June \_\_\_\_, 2012

## COUNCIL MEMORANDUM

2012-11

Date: May 30, 2012

To: Mayor McElroy and City Council Members

From: Ryan P. McCrady, City Manager *PPM*

Re: WWII Monument Agreement

As you are aware, the Decatur Civic Center Authority has agreed to allow the construction of the Decatur-Macon County WWII monument in the circular area in front of the Civic Center. The attached agreement defines the roles of all the parties involved in this project: City of Decatur, WWII Committee, and the Civic Center Authority.

The WWII Committee has developed a maintenance fund at the Community Foundation to support the future maintenance of the monument. The agreement will require the City to maintain the monument if the fund cannot support the maintenance expenses. Also, the City will pay the utility bill related to any lighting at the monument. That expense is expected to only be approximately \$30 per month because the installation of high-efficiency lighting. The City will take on liability of the monument in a manner similar to the agreement for the Commodore Stephen Decatur statue at the corner of William and Franklin.

I will be present at the meeting to answer any questions you may have regarding this agreement.

**RESOLUTION NO. R2012-\_\_\_\_\_**

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT  
-MACON COUNTY WWII MEMORIAL COMMITTEE-**

BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF DECATUR,  
ILLINOIS:

Section 1. That the Agreement presented to the Council herewith between the Macon County WWII Memorial Committee and the Decatur Metropolitan Exposition Auditorium and Office Building Authority regarding the construction and maintenance and the roles of each entity for a new World War II Memorial to be located in the circular area in front of the Civic Center be, and the same is hereby, received and placed on file.

Section 2. That with regard to Paragraphs 5 and 25 of said Agreement, the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest to said Agreement on behalf of the City.

PRESENTED AND ADOPTED this 4<sup>th</sup> day of June, 2012.

\_\_\_\_\_  
MICHAEL T. MCELROY, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

## AGREEMENT

THIS AGREEMENT is made and entered into May 29th, 2012 by and between MACON COUNTY WWII MEMORIAL COMMITTEE, an unincorporated organization (the "Committee") and the DECATUR METROPOLITAN EXPOSITION, AUDITORIUM AND OFFICE BUILDING AUTHORITY, an Illinois unit of local government, Decatur, Illinois (the "Authority")

### RECITALS:

A. The Committee desires to create, construct, display and maintain a Memorial to men and women from the City of Decatur and Macon County, Illinois who served in the armed forces of the United States of America during a period of time the United States was engaged in World War II (herein the "Memorial"). The Memorial as described in this Agreement shall be located within a circle situated within the street area south of the Authority's Civic Center building, located at One Gary K. Anderson Plaza, Decatur, Illinois ("circle"). The circle presently exists within such street area and is described as follows: the GPS coordinates for the center of such circle are the following: N 39°50.682' W 088°57.152'; the radius of the circle is 24 feet 2 inches; the diameter is 48 feet 4 inches ("Memorial Area").

B. The Authority consents to the use of the circle for a Memorial area under the terms of this Agreement.

### THE COMMITTEE AND THE AUTHORITY AGREE AS FOLLOWS:

1. Memorial Area. The Committee agrees, that it will, at its cost, cause plans and specifications to be prepared for the Memorial area, and to construct the Memorial area to completion, once construction has begun.

2. Plans and Specifications. Attached hereto and made a part hereof are the plans and specifications for the Memorial area. Further, the Committee shall prior to the beginning of any construction on the premises, furnish the Authority with an accurate copy of all contracts, agreements and other documents entered into by the Committee with the contractor who is to perform the work in the circle. In the event there is any change or amendment made of any nature or kind in such

documents, the Authority shall immediately be furnished with an accurate copy thereof. Any changes in the plans or specification or the manner or type of Memorial shall be subject to the prior written approval of the Authority.

3. Temporary Easement; Drains.

(A) Movement of Traffic. The Committee acknowledges, understands and agrees that the area surrounding the circle is located in a public street which is frequently used by motor vehicles and will continue to be so used during any period of construction of the Memorial area. The Committee nor its agents or contractors will use their best efforts not to cause any obstruction to motor vehicle or pedestrian traffic during the construction or use of the Memorial area. The authority grants permission for parking a construction trailer west of the site.

(B) Temporary Easement. The Authority does hereby grant to the Committee, its agents and contractors, during the construction only of the Memorial area, a temporary easement equal to an additional ten (10) feet or otherwise mutually agreed upon distance beyond the circumference of the circle hereinabove described for the purpose of and during the time of construction of said Memorial area. At the completion of the construction, the temporary easement shall cease.

(C) Drains; Debris. Any subsurface drain pipes found in the construction of the Memorial area will not be disturbed, or, if necessary to disturb, shall be replaced at the cost of the Committee. The Authority shall be notified of any drain found or disturbed, and the Authority shall previously approve any replacement or disturbance. All debris caused by such construction shall be removed and legally disposed of by the Committee, or its agents or contractors, off the premises of the Authority.

4. Cost.

(A) Cost of Project. All costs associated with the implementation of this Agreement ("project") by the Committee shall be at the cost of the Committee. Such costs include, but are not limited to, architectural and engineering fees, construction costs, materials and supplies, removal of debris. In no event shall the Authority be liable for or become liable for any cost in relation to the project. The Committee and its agents and contractors shall take particular care in performing work on the project which would insure that no damage occurs to any Authority property.

(B) Liens. The Committee agrees that all improvements, alterations, construction and changes made by the Committee on the property of the Authority, including the circle and Memorial area, shall be timely paid for in full and that no Mechanic's Lien or any other lien will be filed against any property or funds of the Authority by reason of the terms of this Agreement.

5. Maintenance and Repair.

(A) The Committee and the City of Decatur, an Illinois municipal corporation,

Decatur, Illinois, ("City") as determined between themselves, at their expense, shall maintain, repair and replace the Memorial at such times, and from time to time, as necessary. Such maintenance shall include keeping the area clean and safe at all times for use or viewing by the public. The City shall be responsible for the payment of all electrical power bills for the Memorial area.

(B) Safety. Under no circumstances shall the area of the Memorial contain any unsafe condition for pedestrians, vehicles, persons or property.

(C) Maintenance Fund. Of the amount to be raised by the Committee to fund the project, an adequate sum shall be set aside for maintenance and repair of the Memorial ("maintenance fund"). The maintenance fund shall be held by The Community Foundation of Decatur and drawn upon, as needed for maintenance and repair of the Memorial.

(D) Indemnification. To the extent provided by law, the City shall indemnify and hold harmless the Authority from all claims for damages, both property and personal injury, arising out of the use of or arising out of the condition of any portion of the premises described herein arising out of the City's negligence in the use, condition or maintenance of the property.

#### 6. Termination of Agreement.

(A) After 99 years from the date of this Agreement, the Authority shall have the right to terminate this Agreement and cause the Committee to remove the Memorial or any other matter which may have taken its place in the area. In such event, the Authority shall give the Committee six (6) months written notice to remove any Memorial or other objects from the area but leave the area in the condition it was in on the date of notice from the Authority for such removal except for the Memorial or other objects which will be removed. If the Committee has not so removed the Memorial or objects within such period time as stated above, the Committee does hereby authorize the Authority to do so, at the cost of the Committee, and dispose of such Memorial or other objects as the Authority deems proper without any liability of the Authority to the Committee or any other persons for such acts.

(B) After five years from the date of this Agreement, and prior to 99 years from the date of this Agreement, the Authority shall have the right to give six (6) months written notice to the Committee to move the Memorial, or any other matter which may have taken its place in the area, to another mutually agreed upon location.



7. Construction.

(A) The Committee has raised the funds necessary to construct the Memorial and they are held at the Community Foundation in the WWII Memorial Account. The Committee has provided to the Authority verification of the funds held for the purpose of construction of the Memorial. Verification of the funds held by the Committee has been given to the Authority for the purpose of timely construction of the Memorial.

(C) Completion of Construction. The Committee agrees that construction of the Memorial area shall be completed within one hundred and eighty (180) consecutive calendar days from the beginning date of construction, unless otherwise mutually agreed upon.

8. Ceremony Notification. The Committee agrees, acknowledges and states that it is aware that the Memorial is placed within a frequently traveled public street. Any disruption of use of the street for vehicular traffic is detrimental to persons using the building of the Authority located near the site of the Memorial, as well as to the general public. The Committee agrees that it will notify the Authority no less than thirty (30) consecutive calendar days prior to any ceremony or organized event which will take place at the site of the Memorial of which the Committee is aware.

9. Rules. All property surrounding the Memorial circle remains under the full and complete control at all times of the Authority.

10. Indemnification. The Committee shall, to the fullest extent provided by law, indemnify and hold harmless the Authority, its officers, Board members (individually and in their official capacity), employees and agents from and against all damage, liability, losses and expenses, including, but not limited to, attorneys' fees and defense costs, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments, directly or indirectly resulting from, arising out of or in any way connected with:

- (A) the use of the area or any part of the facilities of the Authority by the Committee;
- (B) the performance, or lack thereof, by the Committee of any of the terms of this Agreement;
- (C) any alleged liability of the Authority for acts or alleged acts of the Committee related to this Agreement;
- (D) the design, construction, operation, use, occupancy and maintenance of the Memorial area; and
- (E) bodily or personal injury or death of any person or damage to any property, by reason of the use of the Memorial area by the Committee or any person or persons, including, but not limited to, members of the public.

11. Waiver. The Committee does, to the maximum extent permitted by law, waive any and all claims against the Authority due to acts or omissions of the Authority resulting from or arising out of the use or intended use by the Committee of the Memorial area or any part of the facilities of the Authority. This waiver, as well as the provisions for indemnification contained in paragraph 10 hereof, shall survive the termination of this Agreement for any reason.

12. Insurance (Contractor Insurance). In addition to the above, prior to commencement of work on the project, the Committee shall cause the Contractor to furnish to the Authority a Certificate of Insurance which indicates the Contractor has in effect for the project, insurance of no less than the insurance, coverages and limitations stated in Paragraph 12 (A) of this Agreement. Such

Certificate issues on behalf of the Contractor shall state that the Authority and City of Decatur are additional insureds under the policies listed in such Certificate. The Certificate of Insurance as to all insurance coverages must be acceptable to the Authority. The Authority shall have a right to inspect a copy of any and all insurance policies of the Contractor pertaining to the project and this agreement.

13. Statutes. Any provisions contained in Paragraphs 10,11, or 12 shall not be construed to waive any rights which the Authority may have under any statute in the State of Illinois, including Chapter 745, Civil immunities in the Illinois Compiled Statutes.

14. Interest of Committee. The terms of this Agreement do not and are not intended to transfer to the Committee any fee or lesser interest in the real estate described above. The purpose of this Agreement is to define the use by the Committee of the specific property of the Authority used for the Memorial.

15. Control of Work. Neither the Authority nor any representative of the Authority shall have control over or be in charge and shall not be responsible for the means, methods, techniques, sequences or procedures, or for safety precautions in connection with the project since these are solely the responsibility of the Committee. The Authority shall have no control over or be in charge of acts or omissions of the Committee or any of its agents or employees or of any person who performs any portion of the project.

16. Assignment. The Committee shall not assign or transfer this contract or any interest therein or any part thereof without the prior consent in writing of the Authority.

17. Time of Essence. Time is of the essence in the performance of the terms of this contract.

18. No Waiver of Performance. Failure of the Authority to insist on the strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Authority's right thereafter to enforce any such term, agreement or condition but the same shall continue in full force and effect.

19. Binding Effect. All reference to the Committee in this Agreement and all covenants, terms and conditions and agreements thereof shall be deemed and construed to apply to and binding upon the successors and legal representatives of the Committee.

20. Separability. If any term, condition, covenant or provision of this Agreement or the application thereof to any part hereto or person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and such terms, covenants, conditions and provisions of this Agreement shall be valid and enforced to the fullest extent of the law.

21. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all negotiations, prior

discussions, and any preliminary agreements. This Agreement may not be modified or altered except in writing, signed by the parties hereto.

22. Notices. All notices required or communications shall be deeded given when hand delivered, or, deposited in the United States Certified Mail, return receipt requested, postage prepaid, addressed:

To the Authority at:

General Manager  
Decatur Civic Center Authority  
One Gary K. Anderson Plaza P.  
O. Box 380  
Decatur, IL 62525

To the Committee at:

Macon County WWII Memorial Committee  
c/o Veteran's Assistance Commission of Macon County  
141 S. Main Street, Room 210  
Decatur, IL 62523  
Tel: 217/424-1376

To The Community Foundation of Decatur at:

The Community Foundation of Decatur  
125 N Water St. #200  
Decatur, IL 62523

If concerning paragraph 5 hereof, then: to  
the City at:

City Manager  
City of Decatur  
One Gary K. Anderson Plaza  
Decatur, IL 62523

All notices shall be considered to have been given on the date of the postmark, if given by mail, or on the date delivered in person, if served personally.

23. Headings. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents of this Agreement.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, executed copy of this Agreement.

25. City of Decatur Consent. The sole purpose of the signature of an authorized representative of the City of Decatur to this document is to acknowledge the consent of the City as to

the contents of Paragraph 5 concerning the agreement of the City to be responsible for the maintenance of the Memorial in accordance with the terms of this Agreement in the event the Committee was unable or did not provide the maintenance required in this Agreement.

IN WITNESS WHEREOF, the parties have executed this contract on the date above written.

MACON COUNTY WWII MEMORIAL COMMITTEE,  
an unincorporated organization

Dated: 5/30/12

By: Pete Nichols, Jr.  
Its authorized representative

Pete Nichols, Jr. Chairman

DECATUR METROPOLITAN EXPOSITION, AUDITORIUM  
AND OFFICE BUILDING AUTHORITY

Dated: Walter Bud Wilcox

By: 5/30/12  
Walter Bud Wilcox, General Manager

As to Paragraphs 5 and 25:

CITY OF DECATUR, a municipal corporation

Dated: \_\_\_\_\_

By:  
Mike McElroy, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **COUNCIL MEMORANDUM**

**2012-10**

Date: May 30, 2012

To: Mayor McElroy and City Council Members

From: Ryan P. McCrady, City Manager

Re: Resolution Opposing Reduction of State Collected Revenues Due Municipalities

**SUMMARY:** State leaders have made several attempts in recent years to reduce local sharing dollars to solve their persistent budget problems. This resolution will clearly communicate the sentiment of the Mayor and City Council regarding their efforts to impact revenues owed to the City.

**POTENTIAL OBJECTIONS:** None.

**STAFF REFERENCE:** Ryan P. McCrady, City Manager – 424-2801.

**BUDGET/TIME IMPLICATIONS:** A reduction in local sharing dollars would require the City to reprioritize its spending plan and certainly lead to a reduction of City services and staffing. The City currently receives nearly \$6 million in local sharing dollars.

RESOLUTION NO. R2012-\_\_\_\_\_

**CITY OF DECATUR, ILLINOIS  
RESOLUTION OPPOSING REDUCTION OF STATE COLLECTED  
REVENUES DUE MUNICIPALITIES**

**WHEREAS**, all Illinois municipalities provide direct frontline services to their citizens; and

**WHEREAS**, these services have an immediate and fundamental reality to those citizens who depend on local police and fire protection, water and sewer service, snow removal, roads and traffic safety; and

**WHEREAS**, local citizens pay income taxes to the State for both the State budget and local municipal budgets and the revenue is collected by the State; and

**WHEREAS**, since the inception of the State income tax in 1969, municipalities have received, relied upon and provided services with those revenues to their local taxpaying citizens; and

**WHEREAS**, the fiscal reality is that municipalities have already experienced less income tax revenues from the State; and

**WHEREAS**, the recent income tax increase provided new revenues all of which went to the State budget – NONE OF THE INCREASE WAS RECEIVED BY CITIES – costing over \$2.7 billion in future lost revenues; and

**WHEREAS**, the State, through its Legislature and Governor, frequently contemplates further reductions to municipal revenues; and

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF DECATUR, MACON COUNTY, ILLINOIS:**

**SECTION 1:** The City of Decatur cannot preserve basic services with any reduction in shared tax revenues.

**SECTION 2:** The City of Decatur strongly opposes any reduction in state collected revenues and demands that the General Assembly and Governor take **NO FURTHER ACTION TO FINANCIALLY RUIN MUNICIPALITIES.**

**SECTION 3:** The City of Decatur, Illinois requests every Senator and Representative to reject any diminution of desperately needed revenue due municipalities.

**Mass Transit Memorandum**  
**No. 052412-1**

**May 24, 2012**

**TO:** Honorable Mayor McElroy and City Council Members

**FROM:** Ryan McCrady, City Manager  
Paul McChancy, Mass Transit Administrator

**SUBJECT:** Purchase Order for Transit Fareboxes

**SUMMARY  
RECOMMENDATION:** Staff recommends that Council adopt a Resolution awarding a purchase order for 25 replacement fareboxes to Diamond Manufacturing, Inc.

**BACKGROUND:** The Transit System wishes to replace all of it's fareboxes in the buses and trolleys with new fareboxes that have larger vaults for storing more cash and tokens, and that are better designed to receive dollar bills. The complete specifications are attached. On May 2, 2012, staff sent notices by FAX and E-mail to 8 firms in the United States that are known to manufacture transit fareboxes, or that staff found through a search of the internet. The notice invited bids for supplying 25 transit fareboxes, 50 vaults and mounting hardware (including mounting stands). Four bids were received from three different firms by the bidding deadline on May 23<sup>rd</sup>, as shown on the attached tabulation of bids. The Mass Transit Administrator reviewed the bids and determined that three bids meet all of the specifications stated in the invitation for bids. The Main Fare Box model T1-V1 was rejected as being too small to satisfy the specifications. Staff determined that the three remaining bids meet all of the published specifications, with no significant variances, and that these bids complied with all other requirements of the bidding process. Diamond Manufacturing, Inc. submitted the lowest qualified bid - \$29,050.00.

Diamond Manufacturing is a well known and well respected producer of transit fareboxes. Staff has determined that the bidder has been responsive to the invitation for bids, and that the firm is a responsible bidder, as defined by the Federal Transit Administration. Staff is confident that the firm is qualified and capable of supplying the fareboxes as specified, on time and to our satisfaction.

**POTENTIAL  
OBJECTION:** No objections are expected.

**INPUT FROM  
OTHER SOURCES:**

Richard Foiles, General Manager  
Decatur Public Transit System

**STAFF REFERENCE:**

Paul McChancy, Mass Transit Administrator

**BUDGET/TIME  
IMPLICATIONS:**

Staff has already obtained a federal grant for 100% of this purchase.  
Transit's maintenance department will install the new fareboxes.



**RESOLUTION NO. R2012-\_\_**

**RESOLUTION ACCEPTING BID  
DIAMOND MANUFACTURING, INC.  
- TRANSIT FAREBOXES -**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the tabulation of the bids submitted for furnishing the Transit System with 25 transit fareboxes, 50 vaults and mounting hardware be accepted and placed on file.

Section 2. That the bid of Diamond Manufacturing, Inc. be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor of the City of Decatur be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Diamond Manufacturing, Inc. for the purchase of 25 transit fareboxes, 50 vaults and mounting hardware, as specified in the firm's bid, dated May 3, 2012, at their total bid price of \$29,050.00.

PRESENTED AND ADOPTED this 4<sup>th</sup> day of June, 2012.

---

MICHAEL T. McELROY  
MAYOR

ATTEST:

---

LINDA M. SWARTZ  
CITY CLERK

**PURCHASE OF 25 FAREBOXES AND 50 VAULTS/CASHBOXES,  
WITH THE OPTION TO PURCHASE AN ADDITIONAL 10 FAREBOXES  
AND 20 VAULTS/CASHBOXES WITHIN 2 YEARS.**

FAREBOX SPECIFICATIONS The farebox shall be a high security, low maintenance unit, housed in a rugged, steel case, with the following features:

- Non-registering bus farebox
- Constructed of heavy duty stainless steel with tamper-proof screws
- Maximum size: 10" x 10" x 36" Tall, excluding floor stand or base plate, if any
- Farebox shall accept both coins/tokens and bills through a fare slot on top of the farebox
- The fare slot opening must be wide enough to insert an unfolded dollar bill, lengthwise
- Inspection plate to be large enough to allow bills to lie flat on the plate
- Transparent panel(s) on the driver side of the unit so that the driver can view the fares received
- Inspection plate to be illuminated with a 12 volt D.C. lamp
- Driver may dump coins/tokens and bills by pressing a lever or button
- Base of farebox to have a heavy duty lock to secure a removable vault/cashbox
- Vault/cashbox cannot be accessed without the appropriate keys
- Vault/cash box lid locks automatically when withdrawn from the farebox
- Vault/cashbox able to be opened by key (after removal from the farebox)
- Vault/cashbox minimum capacity: \$300 in mixed coins and 300 bills
- All vaults/cashboxes are to be identical and interchangeable

PRICE SHALL INCLUDE

- Freight to Decatur, IL
- One year parts and labor warranty
- All hardware and any special tools required for installation and maintenance
- 25 floor stands or 25 base plates to mount the fareboxes in the buses
- One operating manual and one maintenance manual
- One year of technical support

Price shall not include installation or tax

FEDERAL REGULATIONS This purchase will use federal grant funds, and therefore the attached FEDERAL REGULATIONS shall apply to this contract.

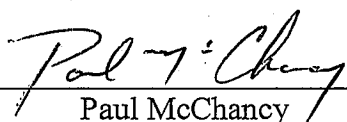
DECATUR PUBLIC TRANSIT SYSTEM  
- PURCHASE OF 25 FARE BOXES -

BID DEADLINE: MAY 23, 2012

Bids were requested for furnishing the Decatur Public Transit System with the following: 25 bus fare boxes and 50 vaults/cashboxes, with the option to purchase up to 10 additional fare boxes and 20 additional vaults/cashboxes within two years.

Bids for four fare box models from three firms were received by the stated deadline for receiving bids on May 23, 2012. The following table shows the bidders (in alphabetical order), fare box models, and bids.

BIDDER	MODEL	BID
Diamond Manufacturing, Inc. (N. Kansas City, MO)	Model RV	\$29,050.00
GFI Genfare, a division of SPX Corporation (Elk Grove Village, IL)	Transview - 150	\$121,625.00
Main Fare Box, a division of Euclid Products Company, Inc. (Willoughby, OH)	Model T1-V1	\$26,450.00
	Model SL5-V5	\$50,700.00

  
Paul McChancy  
Mass Transit Administrator

May 24, 2012



received  
5-7-12  
HMS

2330 Burlington  
N. Kansas City, MO 64116  
Ph. 816-421-8363  
Fax 816-421-4735

05/03/2012

DECATUR PUBLIC TRANSIT SYSTEM  
555 E. WOOD STREET  
DECATUR, IL 62523

RE: BID FOR BUS FARE BOXES

Thank you for the chance to bid on your Fare Box requirements. I am pleased to offer the following bid. The Model RV meets the Fare Box specifications listed.

25 Diamond Model RV Fare Boxes with 50 Model RV Vaults and 25 of our Model D-10 Fare Box mounting stands at \$1,162.00 each.

Total delivered cost of 25 complete Fare Boxes \$29,050.00

Delivery, 4-weeks after receipt of order.

We can provide you with a DEMO unit for evaluation and training within 1-week if needed.

Option requirement for 10 additional units with vaults and stands will remain at above pricing for a two year period.

Thank you for your consideration,

A handwritten signature in black ink that reads 'Todd R. Cull'. The signature is written in a cursive, flowing style.

Todd R. Cull  
GM

## 5. EQUIPMENT LISTING AND PRICES

Item	Description	Quantity	Unit Price	Extended Price
1	Non-Registering Farebox including cashbox and second exchange cashbox, mounting hardware	25	\$ 4,865.00	\$ 121,625.00
2	Farebox Manuals Operations and Maintenance	2		Not Separately Priced
3	Training Services Operations (on-site) Farebox Maintenance (Factory)	1		Not Separately Priced
<b>Optional Components and Services</b>				
4	Optional Farebox Installation	25	\$ 300.00	\$ 7,500.00
5	Optional Spare Parts Package	1	\$ 8,875.00	\$ 8,875.00

Optional installation typically includes complete fleet installation over a short defined period of time, typically converting the fleet in one weekend. Specific details will be worked out cooperatively between DPTS and Genfare.

Optional farebox packages (up to 10 units as indicated in the specification) may be purchased at the indicated unit price for calendar year 2012. For calendar years 2013 and 2014, additional packages may be purchased at the unit price plus 4% per year through the close of 2014.



Division EUCLID PRODUCTS COMPANY, Inc.

12. WE ARE PLEASED TO QUOTE AS FOLLOWS (prices valid until 8/31/2014; FOB Willoughby, OH 44094):

### OPTION #1

#### Models T1 (fare box), V11 (vault) & MT99P-27 (stand)

Qty	Model	Description	discounted Unit Price	Total
25	T1	Fare box only	\$389.00	\$ 9,725.00
50	V11	Vault only – self-locking, has both top & bottom doors	\$265.00	\$13,250.00
25*	MT99P-27	Mounting stand – 27" high post	\$120.00	\$ 3,000.00*
--		estimated freight via UPS Ground to zip code 62523		\$ 475.00
				<b>\$26,450.00</b>

\*MT99P-27 is an optional item and not required for T1 fare box to mount in vehicle (see below)

### OPTION #2

#### Models SL5 (fare box) & V5 (vault)

Qty	Model	Description	discounted Unit Price	Total
25	SL5	Fare box only	\$1170.00	\$29,250.00
50	V5	Vault only – self-locking, top opening door	\$ 413.00	\$20,650.00
--		estimated freight via LTL carrier to zip code 62523		\$ 800.00
				<b>\$50,700.00</b>

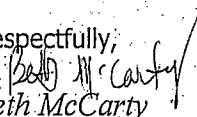
Main Fare Box Company does not charge either sales tax or handling fees!

Price quoted above includes:

- 1) choice of paint color from our list of standards (see previous page),
- 2) installation of matching lock/key codes per previous orders or assignment of new codes,
- 3) one key for each lock installed on vault; extra keys available at \$8.00 each + freight,
- 4) all necessary hardware to attach unit to the vehicle stanchion or if applicable, all necessary hardware to install our MT99P-27 stand to the vehicle floor.

Both Models T1 and SL5 are fabricated with 4" and 1" high mounting brackets spot welded to the rear panel of the fare box for direct attachment to a 1-1/4" diameter vertical stanchion existing in the transit vehicle. This SL5 additionally has either a 1" or 6-1/4" high base stand which bolts to the vehicle floor (your choice of base stand).

Respectfully,

  
Beth McCarty

Decatur Public Transit System – Decatur, IL (PMcChancy@decaturil.gov) / B12-066 / 5-14-2012

**Public Works Memorandum**  
**NO. 2012-46**

**DATE:** May 25, 2012

**TO:** Honorable Mayor McElroy and City Council

**FROM:** Ryan P. McCrady, City Manager  
Richard G. Marley, P.E., Public Works Director

**SUBJECT:** Change Order No. 1, Golf Construction  
Parking Garages B and C Repair Project  
City Project 2011-02

**SUMMARY RECOMMENDATION:**

It is recommended that the City Council approve the attached resolution authorizing Change Order No. 1, in the amount of \$400,550 be added to the contract for the Parking Garages B and C Repair Project, City Project 2011-02, for a total project cost of \$2,056,726. Parking Garage B is located on the northwest corner of North Street and Water Street. Parking Garage C is located on the northeast corner of Wood Street and Franklin Street.

The change order also revises the completion date from August 31, 2012 to November 30, 2012 to allow for the additional amount of work required to complete the project.

**PRIOR COUNCIL ACTION:**

- **September 15, 2008** – City staff provided a green sheet memorandum to the City Council advising them that the Engineering Division was issuing a Request for Proposals (RFP) inviting interested firms to provide a proposal to assess the City's parking system which would include a structural condition assessment of the City's parking garages and an overall assessment of the City's downtown parking system.
- **June 15, 2009** – Council approved Resolution R2009-95 authorizing an agreement with Carl Walker, Inc. to perform parking garage condition assessments for City Parking Garage B and City Parking Garage C to assure the continued structural integrity of the City's parking structures. The agreement was for a cost not to exceed \$27,300.
- **November 15, 2010** – Council approved Resolution R2010-79 which provided for the issuance of Four Series General Obligation Bonds of the City of Decatur and provided for the Levy and Collection of a Direct Annual Tax for the payment of the Principal and Interest on the Bonds. Funding for parking garage and surface lot improvements were identified for \$2.8 million of the authorized bond.
- **March 21, 2011** - Council approved Resolution R2011-34 authorizing an agreement with Carl Walker, Inc. to design and assist in construction inspection for repairs to City Parking Garages in downtown Decatur. The agreement was for a cost not to exceed \$149,400.

- **February 6, 2012** - Council approved Resolution R2012-07 authorizing a contract with Golf Construction in the amount of \$1,656,176 to complete repairs to City Parking Garages B and C.

## **BACKGROUND:**

### **Parking Garage Condition Appraisal and Project Development**

In 2009, the City retained the services of Carl Walker, Inc. to perform a condition appraisal for the City's two parking garages which provide approximately 1,400 parking spaces in the downtown area. Carl Walker completed their report in December 2009 and recommended \$1.3 million in rehabilitation work for Parking Garage B and \$1.1 million in rehabilitation work for Parking Garage C.

In March 2011, the City entered into an agreement with Carl Walker to prepare construction documents; provide assistance during the bidding phase of the project; and provide assistance in construction inspection.

### **Current Project Status**

To date, work has been confined to Garage B. Repairs to the concrete deck are a major part of the work in the parking garages. Damaged sections of concrete are identified by sounding with a chain or hammer. The concrete will have a hollow sound on damaged areas and a solid sound on undamaged sections. As the work progressed it was determined early on that the deck structure would require significantly more replacement quantities than reflected in the original contract. An attached letter prepared by the project engineer, Carl Walker Inc., discusses the repairs needed in greater detail. Photographs of the construction work which detail the deterioration of the concrete are also attached. Reasons for the increased patching quantities include:

1. The original deck survey was completed during the summer of 2009 which is 2 ½ to 3 years prior to the current construction contract.
2. There are a significant number of patches on the deck from two major repair projects that have occurred over the past 20 years. These patches often form a weaker bond between the old and new concrete which is more susceptible to damage and can increase replacement quantities.
3. The concrete deck has significant deterioration above the steel beams and around old lighting conduit. As these members corrode and rust, they expand and fracture the center of the concrete deck. This damage is hard to detect through the normal sounding techniques so the extent of the damage cannot be truly known until it is uncovered.

A thorough review of the parking structures has been conducted by Golf Construction and Carl Walker, Inc. to determine the scope of quantity changes needed based on the added deck repairs and associated repair items. The recommended changes are tabulated on the attached change order form.

### **Change Order No. 1**

Change Order 1 adds \$400,550 to the Parking Garage B and C Repair contract to provide for additional concrete deck, joist and stairs repairs along with increased deck coating to cover the additional concrete patches.

In addition, during the change order review, Carl Walker determined that the waterproof deck coating quantity was under sized and additional quantity was added.



The General Obligation Bond authorized by the City Council in November 2010 allocated \$2.8 million for the parking garage repairs. The additional funds requested through this change order will bring the project to just over \$2.08 million which is well under the original allocation in the bond.

**POTENTIAL OBJECTION:** There are no known objections to this resolution.

**INPUT FROM OTHER SOURCES:** Carl Walker, Inc., Golf Construction

**STAFF REFERENCE:** Richard Marley, Public Works Director and Matt Newell, City Engineer. Richard Marley and a representative from Carl Walker, Inc. will be in attendance at the City Council meeting to answer any questions of the Council on this item.

**BUDGET/TIME IMPLICATIONS:**

**Budget Impact:** Funding for this work is allocated as part of the General Obligation Bonds authorized by the City Council on November 15, 2010. Change Order No. 1 is in the amount of \$400,550, for a total project cost of \$2,056,726.

Original Budget Amount	\$2,800,000
Original Bid Amount-Golf Construction	\$1,656,176
Change Order Amount	\$400,550
Adjusted Project Amount	\$2,056,726
<b>Total Budget Remaining</b>	<b>\$743,274</b>

The change order also revises the completion date from August 31, 2012 to November 30, 2012 for the additional amount of work required to complete the project.

**Staffing Impact:** Staff time has been allocated for managing the parking garage repair work.

This Memorandum was prepared by Matthew C. Newell, P.E., City Engineer.

Attach: 5

cc: John Kennedy, Carl Walker, Inc.  
Ted Chakos, Golf Construction

RESOLUTION NO. R\_\_\_\_\_

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1,  
GOLF ACQUISITION GROUP, LLC, D/B/A GOLF CONSTRUCTION  
PARKING GARAGES B & C REPAIRS PROJECT  
CITY PROJECT 2011-02

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,  
ILLINOIS:

Section 1. That the Contract between Golf Acquisition Group, LLC, D/B/A Golf Construction, and the City of Decatur be, and the same is hereby, modified and amended to authorize Change Order No. 1 in the amount of \$400,550; and a not-to-exceed project cost of \$2,056,726.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Change Order No. 1, on behalf of the City of Decatur.

Section 3. That the changes in the above-described Contract are germane to said Contract, as signed, and such Change Orders are in the best interest of the City of Decatur and are authorized by law.

Section 4. That the Public Works Director hereby certifies that the additional work was not foreseeable at the time said Contract was bid and let.

PRESENTED and ADOPTED this 4th day of June, 2012.

\_\_\_\_\_  
MICHAEL T. MC ELROY, MAYOR

ATTEST:

\_\_\_\_\_  
LINDA M. SWARTZ, CITY CLERK



[mnewell@decaturil.gov](mailto:mnewell@decaturil.gov)

May 29, 2011

Matt Newell, P.E.  
City Engineer  
City of Decatur Public Works Department  
1 Gary K. Anderson Plaza  
Decatur, IL 62523

Re: Parking Garage Repair Project  
Cost Overruns  
Carl Walker, Inc. Project R1-2011-482

Dear Matt:

This letter is in regard to the repair work in-progress at Garage B, as well as work scheduled to be performed at Garage C. There is currently a considerable cost-overrun, primarily due to an increased quantity of slab repairs identified during the course of the work. The following is a summary of the project to-date along with an explanation of the causes of the quantity overruns.

In our evaluation report, dated December 2009, **Carl Walker, Inc.** made recommendations for various repairs to Garages B and C totaling \$1,270,870 and \$1,084,765 respectively for a total cost of \$2,355,635. The project was contracted to Golf Construction for a scheduled value of \$1,656,176 which, with minor exceptions, included the scope originally recommended in the **Carl Walker** report. The primary differences between the original cost estimate and the bid amount related to very competitive pricing submitted by Golf Construction for the concrete repair and deck coating line items.

As of the latest updated survey, prepared by Golf Construction on Monday, May 21 and reviewed by **Carl Walker** and City Engineering Staff, there are projected adjustments in the various unit price repair item quantities that will result in a total project cost increase of \$400,550. The change is primarily due to additional quantities of slab and joist repair identified in Garage B. The current projected quantities for these items have increased from the bid quantities of 1,200sf and 50lf respectively to projected quantities of 8,000sf and 300lf.

Given the discrepancies, we have reviewed the slab and joist repair bid quantities in order to better understand the increase. The joist quantity increase was primarily due to the replacement of the failed joist along the inside face of the roof level ramp. Although apparently sound along the exterior when struck with a hammer, it was found that the interior of the joist had experienced significant freeze-thaw damage along its length and required replacement. This also required the replacement of the curb above in order to perform the repairs. We believe there are three primary contributors to the slab repair quantity increase as follows:

1. The Engineer's survey was performed in the summer of 2009, almost three full years before the repair work commenced. During this interim period, there was on-going concrete deterioration of the structural elements, causing existing areas to grow and additional areas to form after the survey was completed. For example, if a 1'x1' repair area grows to 2'x2', it

represents a quantity increase of four times the original repair area. This effect can be magnified as ever-growing areas of deterioration provide additional avenues for water infiltration.

2. Garage B has been the subject of numerous prior repair programs leaving behind numerous areas of slab patching. Previous patches are generally more susceptible to deterioration due to the bond between the new patch material and the existing substrate. Repairs within existing patches often result in full or significant additional removal of the entire patch, not just the deteriorated section. Not only is the bond line subject to failure, the material discontinuity between the patch and adjacent concrete can result in accelerated deterioration of concrete adjacent to the patch. Although we did anticipate some additional quantities due to prior patch failure, there was much more than we had projected as many patches that appeared sound became debonding during demolition of adjacent areas.
3. Patches above the steel beams and along the embedded conduit tended to grow significantly from the survey quantities. This is likely the result of a combination of the first two contributors of time and previous patching. Cracks were noted along the embedded conduit between previous patch areas. Although treated, these cracks will allow moisture in over time, causing deterioration along the length of the conduit. Water leaking above the steel beams will penetrate along the length of the beam top flange, causing debonding and concrete deterioration. More and larger patches were found along the conduit and above the beams during the course of the project to-date.

It should be noted that, while there is the potential for additional changes in final quantities as Golf wraps up work in Garage B and begins work in Garage C, the risk for significant cost increase is NOT considered to be high. This is based on the initial concrete soundings in Garage C by Golf, as well as the fact that the major cost items in Garage C have fixed quantities determined by geometry (e.g. expansion joints and deck coating) meaning that for those items there is little potential for quantities to increase.

Please feel free to contact me if you have any questions regarding the above, or require any additional information.

Sincerely,  
*Carl Walker, Inc.*

A handwritten signature in black ink, appearing to read "Pat Martin".

Pat Martin, P.E.  
Director of Restoration

cc: John Kennedy, P.E.  
Richard Marley, P.E.

## PARKING GARAGE B RECONSTRUCTION PHOTOGRAPHS



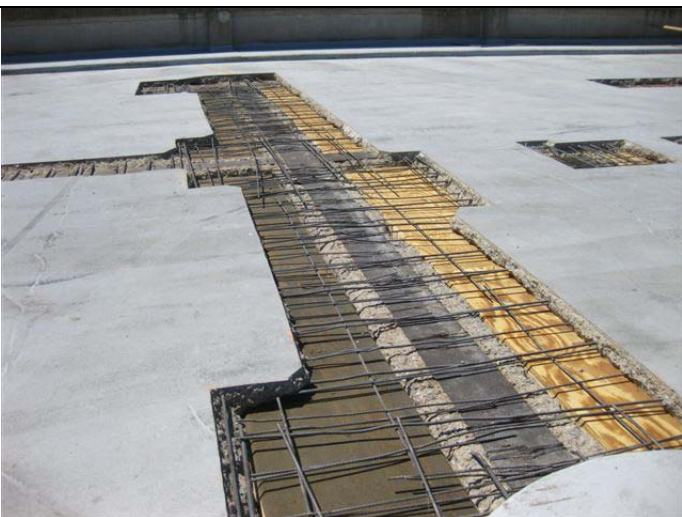
**Figure 1. Garage B**

A rust bloom on top of a floor beam that was encased in concrete. The rust expands approximately 10 times and pushes the concrete away from the beam. It is difficult to determine the full extent of concrete deterioration until removal. To make a sound patch, all damaged concrete must be removed.



**Figure 2. Garage B**

Concrete patch centered on a beam. The concrete deterioration resulted from corrosion of the steel beam encased within the concrete. All deteriorated concrete has been removed back to sound concrete.



**Figure 3. Garage B**

Concrete patch centered on a beam. This patch is ready to fill with concrete. Existing rebar has been cleaned and primed and the underside of the deck has been formed.





**Figure 4. Garage B**

Corroded lighting conduit that was removed from the deck during the removal of deteriorated concrete. As the conduit rusts, it expands and fractures the surrounding concrete. The concrete encased conduit was abandoned during a reconstruction project nearly 20 years ago and the replacement lighting conduit was fastened to the surface of the concrete.



**Figure 5. Garage B**

Close-up photo of abandoned conduit embedded in the concrete deck. Note the crack extending from the conduit to the surface of the deck. As the conduit corrodes and expands the concrete is fractured and damaged.



**Figure 6. Garage B**

A prepared patch being filled with concrete. The concrete truck is parked in front of the Parking Garage, the concrete is placed in a buggy and transported to the patch where workers spread and finish the concrete.



**Figure 7. Garage B**

The demolition of a concrete joist showing significant deterioration.



**Figure 8. Garage B**

A close up of the deteriorated concrete encountered in a joist repair. Note the separated layers within the concrete deck. The unsound concrete must be removed to solid concrete. The full extent of the removal is difficult to determine until demolition.



**Figure 9. Garage B**

Completed joist repair.

# City of Decatur Parking Garage B & C Repairs

Recommended Change Order #1

City Project 2011-02

Garage B Work Items					Orig. Contract		Revised Contract		Difference
		Unit Price	Units		Qty	Extension	Rev Qty	Extension	over (under)
Addtl Items	3.1	Full Depth Slab Repair	\$ 32.00	SF	1,200	\$ 38,400.00	8,000	\$ 256,000.00	\$ 217,600.00
	3.3	Stair Tread Repair	\$ 45.00	SF	100	\$ 4,500.00	200	\$ 9,000.00	\$ 4,500.00
	3.4	Concrete Joist Repair (Full Depth)	\$ 400.00	LF	50	\$ 20,000.00	300	\$ 120,000.00	\$ 100,000.00
	3.7	Beam Encasement Repair	\$ 55.00	SF	2,000	\$ 110,000.00	1,500	\$ 82,500.00	\$ (27,500.00)
	7.1	Deck Coating Recoat System (Heavy Duty)	\$ 1.75	SF	59,500	\$ 104,125.00	78,900	\$ 138,075.00	\$ 33,950.00
	7.2	Deck Coating Repair	\$ 4.50	SF	3,000	\$ 13,500.00	15,000	\$ 67,500.00	\$ 54,000.00
		Subtotal				\$ 290,525.00		\$ 673,075.00	\$ 382,550.00
		Additional General Conditions	18000	LS	0	\$ -	1	\$ 18,000.00	\$ 18,000.00
		Totals				\$ 290,525.00		\$ 691,075.00	\$ 400,550.00





City of Decatur, Illinois  
#1 Gary K. Anderson Plaza  
Decatur, IL 62523-1196

## Change Order

Date: May 29, 2012 Project Name: Parking Garage B and C Repair Project  
Request No. 1 ☐ Final Project Number: 2011-02

Contractor : Golf Construction  
Address: P.O. Box 686  
Hammond, IN 46325

I recommend that an ☒ addition of \$400,550.00 be made to the above contract.  
☐ deduction

I recommend that an extension of 40 Calendar days be made to the above contract completion date.  
The revised completion date is now October 31, 2012.

Amount of original contract	\$	<u>1,656,176.00</u>
Amount of previous change orders	\$	<u>0.00</u>
Amount of current change order	\$	<u>400,550.00</u>
Amount of adjusted/final contract	\$	<u>2,056,726.00</u>

☒ addition  
Total net ☐ deduction to date \$ 400,550.00 which is 24.2 % of the Contract Price

State fully the nature and reason for the change order Additional concrete deck repairs and related line item increases.  
Increase in quantity for heavy duty deck coating system.

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned determine that the change is germane to the original contract as signed, because:

<input type="checkbox"/>	Provision for this work is included in the original contract.
<input checked="" type="checkbox"/>	Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract.
<input type="checkbox"/>	The change represents an adjustment required by the contract, based on unpredictable developments in the work.
<input type="checkbox"/>	The change in design is necessary to fulfill the original intent of the Contract.
<input type="checkbox"/>	Other: (Explain)

Recommended \_\_\_\_\_  
Public Works Director

\_\_\_\_\_ Date

Approved \_\_\_\_\_  
Mayor  
\_\_\_\_\_ Date

Attested \_\_\_\_\_  
City Clerk  
\_\_\_\_\_ Date

DEVELOPMENT SERVICES MEMORANDUM  
NO. 12-25

June 4, 2012

TO: Honorable Mayor Michael T. McElroy and City Council

FROM: Ryan P. McCrady, City Manager  
Billy Tyus, Assistant City Manager  
Richelle Irons, Director of Neighborhood Inspections  
Dave Griffiths, Neighborhood Inspections Administrator

SUBJECT: Unsafe Structures

**SUMMARY RECOMMENDATION:** An item on the agenda for the meeting of June 4, 2012, is a resolution authorizing action regarding unsafe structures. This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

**BACKGROUND:** This is the beginning of the process seeking court-ordered demolition of unsafe and abandoned structures throughout the community.

**POTENTIAL OBJECTIONS:** None anticipated.

**INPUT FROM OTHER SOURCES:** Legal department staff.

**STAFF REFERENCES:** Any questions may be forwarded to Dave Griffiths at 424-2794, or by email at [dagriffiths@decaturil.gov](mailto:dagriffiths@decaturil.gov).

**BUDGET/TIME IMPLICATIONS:** Combination of CDBG spot demolition and general fund, usually accomplished within six months from the beginning, unless contested through the courts.

404 E. Center-NSI #2012-01038. This case was started on 3-9-12. Earl C. Owens is named as the owner in the case. The water service was terminated in March of 2011, the gas meter has been locked off and the electric meter has been removed. The house was heavily damaged by fire, making it beyond repair and there was no insurance on the property.

1205 N. Church-NSI #2011-01675. This case was started on 6-14-11 and unable to be resolved with a regular housing case. Joyce Wilhelm is named as the owner in the case. The house was found to be standing open and abandoned and in a severe state of deterioration all around. The owner agrees the house needs to be demolished. Items of value have been stripped from the house. The water service was terminated in May of 2011 and the gas and electric meters have been locked off. Roof leaks have caused extensive damage to the interior.

1533 N. Church-NSI #2011-02334. This case was started on 8-25-11. Christina Kirby is named as the owner in the case. The water service was terminated in August of 2011 and the gas and electric meters have been locked off. There are open holes in the roof and structural deterioration to the house. Items of value have been stripped from the premises.

728 W. Cushing-NSI #2012-01063. This case was started on 3-9-12. Peter Justin is named as the owner in the case. The water service was terminated in February of 2008 and the gas and electric meters have been locked off. There are open holes in the roof and the house is in a severe state of deterioration all around. The chimney is falling off and the eaves are rotted and falling.

780 W. Cushing-NSI #2009-02930. This case was started on 12-1-09, and unable to be resolved with a regular housing case. Citifinancial and Kathy Urbanowicz are named as the owners in the case. The water service was terminated in August of 2008 and the gas and electric meters have been locked off. The house was found to be standing open and abandoned and in a severe state of deterioration all around. Windows have been broken out and doors kicked in.

427 E. Decatur-NSI #2011-01798. This case was started on 6-24-11. Clematene Manns and Fannie B. Price are named as the owners in the case. Both are in agreement the house needs to be demolished. The water service was terminated in June of 2011 and the gas and electric meters have been locked off. The roof leaks have caused extensive damage to the interior and the house is in a severe state of deterioration all around. There is structural deterioration at the front of the house.

1332 W. Decatur-NSI #2011-00702. This case was started on 3-10-11, and unable to be resolved with a regular housing case. Dawn C. and James R. Summers are named as the owners in the case. The water service was terminated in February of 2010 and the gas and electric meters have been locked off. The furnace has been removed, the water heater is questionable, there are extensive electrical defects and most items of value have been stripped from the house. Roof leaks have caused interior ceilings to collapse.

512 E. Division-NSI #2011-01708. This case was started on 6-17-11 and unable to be resolved with a regular housing case. Tamika Gray is named as the owner in the case. The house was found to be standing open and abandoned and in a severe state of deterioration all around. The water service was

terminated in December of 2010 and the gas and electric meters have been locked off. There are open holes in the roof, the eaves are rotted and falling off and items of value have been removed.

2533 E. Eldorado-NSI #2012-00058. This case was started on 1-6-12. James McColley is named as the owner in the case. The water service was terminated in February of 2008 and the gas and electric meters have been locked off. The house was found to be standing open and abandoned. There is structural deterioration and deterioration of the plumbing, electrical and mechanical components.

526 E. Grand-NSI #2010-02322. This case was started on 9-9-10 and unable to be resolved with a regular housing case. Herb Hillabrand is named as the owner in the case. The house was found to be standing open and abandoned and in a severe state of deterioration all around. The water service was terminated in April of 2008 and the gas and electric meters have been locked off. Items of value have been stripped from the house and roof leaks have caused interior ceilings to collapse.

828 W. Green-NSI #2012-00184. This case was started on 1-17-12. Patricia Brady is named as the owner in the case. The house was found to be standing open and abandoned and in a severe state of deterioration all around. The water service was terminated in February of 2012 and the electric meter has been locked off. Interior of house is filled with garbage and debris. There are electrical hazards present and interior ceilings are collapsing. There is deterioration of the floors and wall systems.

553 S. Haworth-NSI #2011-00084. This case was started on 1-5-11 and unable to be resolved with a regular housing case. Veronica Barbee is named as the owner in the case. The water service was terminated in March of 2012 and the gas and electric meters have been locked off. The furnace, water heater, water lines, etc. have all been removed from the house. The house is in a severe state of deterioration all around.

1170 E. Leafland-NSI #2010-00507. This case was started on 3-4-10 and unable to be resolved with a regular housing case. Dora Flora is named as the owner in the case. The house was found to be standing open and abandoned and in a severe state of deterioration all around. The water service was terminated in December of 2009, the gas meter is locked off and the electric meter has been removed. The doors have been kicked in, windows broken out and items of value have been stripped from the house. The interior is strewn with garbage and debris throughout.

721 W. Leafland-NSI #2012-00539. This case was started on 2-2-12. Michael Cunningham is named as the owner in the case. The water service was terminated in May of 2008 and the gas meter has been locked off. The house was found to be standing open and abandoned and in a severe state of deterioration. There has been extensive vandalism done to the house and items of value have been stripped out. Roof leaks are causing interior ceilings to collapse and there is extensive mold.

1059 W. Macon-NSI #2011-02024. This case was started on 7-15-11. Mark A. Williams is named as the owner in the case. The house was found to be standing open and abandoned and in a severe state of deterioration all around. The water service was terminated in July of 2011 and the gas and electric meters have been locked off. Windows have been broken out and doors kicked in. Roof leaks are causing interior ceilings to collapse.

419 N. Mercer-NSI #2012-00076. This case was started on 1-4-12. Anthony J. and Christopher P. Chavez are named as the owners in the case. The house is in a severe state of deterioration all around and has been extensively vandalized and had items of value stripped out. There is structural deterioration and the interior is strewn with garbage and debris throughout. The water service was terminated in March of 2012 and the gas and electric meters have been locked off. The owner states from his estimates to repair from local contractors, the house is not worth repairing.

285 E. Olive-NSI #2011-01710. This case was started on 6-16-11. William R. Clark is named as the owner in the case. The water service was terminated in April of 2011 and the gas and electric meters have been locked off. There are missing windows and doors and structural deterioration. The house has been extensively vandalized and items of value have been stripped from the house.

735 W. Packard-NSI #2011-02077. This case was started on 7-25-11 and unable to be resolved with a regular housing case. John and Donna Ralph are named as the owners in the case. The house was found to be standing open and abandoned and in a severe state of deterioration all around. The house is strewn throughout with garbage, debris and animal waste. The foundation is deteriorated and the eaves are rotted and falling off. The water service was terminated in February of 2011 and the gas and electric meters have been locked off.

846 W. Packard-NSI #2012-01097. This case was started on 4-14-10 and unable to be resolved with a regular housing case. Michael A. Swanson is named as the owner in the case. The water service was terminated in October of 2000 and the gas and electric meters have been removed. The house is in a severe state of deterioration all around. There are open holes in the roof, rotted structural members, collapsing ceilings and rotted walls and floors.

365 E. Sheridan-NSI #2012-00433. This case was started on 1-25-12. Curtis and Annie Brown are named as the owners in the case. The house was found to be standing open and abandoned and in a severe state of deterioration all around. The water service was terminated in March of 1999 and the gas and electric meters have been removed. There is severe structural deterioration with make-shift props holding up portions of the structure. Roof leaks have caused interior ceilings to collapse.

1086 W. Sunset-NSI #2012-01096. This case was started on 12-21-10 and unable to be resolved with a regular housing case. Rhonda and Joyce Reed are named as the owners in the case. The water service was terminated in January of 2010 and the gas and electric meters have been locked off. There is foundation deterioration and the interior ceilings are collapsing from roof leaks. The owners state the sewer lines are beyond repair and the house needs more repair than it is worth. The basement has been flooded with raw sewage.

2041 N. VanDyke-NSI #2012-00114. This case was started on 1-10-12. Macon County as Trustee is named as the owner in the case. The water service was terminated in June of 2011, the gas meter has been locked off and the electric meter has been removed. The house was found to be standing open and abandoned and in a severe state of deterioration. There is structural deterioration and the house has been extensively vandalized. Neighbors complain of the property being used as a dumping ground by illegal dumpers.

1428 E. Walnut-NSI #2009-01892. This case was started on 7-30-09 and unable to be resolved with a regular housing case. Lisa L. Gause is named as the owner in the case. The water service was terminated in September of 2008 and the gas and electric meters have been locked off. Windows are rotted and falling out, doors kicked in, the interior is strewn with garbage and debris throughout and roof leaks are causing interior ceilings to collapse.

854 E. William-NSI #2012-01031. This case was started on 3-6-12. Macon County as Trustee is named as the owner in the case. The water service was terminated in September of 2009 and the gas and electric meters have been locked off. The house was found to be standing open and abandoned. Eaves are rotted and falling off, the interior is strewn with garbage and debris throughout, windows are broken out and doors kicked in, there is structural deterioration and items of value have been stripped from the house.

1354 E. William-NSI #2012-00099. This case was started on 1-5-12. Trace Wade is named as the owner in the case. The water service was terminated in November of 2010 and the gas and electric meters have been removed. The house has sustained extensive fire damage and there are open holes in the roof that have been allowing the elements into the interior for many months. There is structural deterioration and the windows and doors have been broken out and kicked in.

724 S. Wise-NSI #2011-02049. This case was started on 7-22-11. Herman M. Guy is named as the owner in the case. The water service was terminated in July of 2011 and the gas and electric meters have been locked off. The house was found to be standing open and abandoned and in a severe state of deterioration all around. There are open holes in the roof, interior ceilings are collapsing, and most items of value have been stripped from the house.

RESOLUTION NO. R\_\_\_\_\_

RESOLUTION AUTHORIZING ACTION  
REGARDING UNSAFE STRUCTURES

<b>404 E. Center</b>	<b>721 W. Leafland</b>
<b>1205 N. Church</b>	<b>1059 W. Macon</b>
<b>1533 N. Church</b>	<b>419 N. Mercer</b>
<b>728 W. Cushing</b>	<b>285 E. Olive</b>
<b>780 W. Cushing</b>	<b>735 W. Packard</b>
<b>427 E. Decatur</b>	<b>846 W. Packard</b>
<b>1332 W. Decatur</b>	<b>365 E. Sheridan</b>
<b>512 E. Division</b>	<b>1086 W. Sunset</b>
<b>2533 E. Eldorado</b>	<b>2041 N. VanDyke</b>
<b>526 E. Grand</b>	<b>1428 E. Walnut</b>
<b>828 W. Green</b>	<b>854 E. William</b>
<b>553 S. Haworth</b>	<b>1354 E. William</b>
<b>1170 E. Leafland</b>	<b>724 S. Wise</b>

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the better interest of the general public health, safety and welfare that said structures be repaired or demolished.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such action as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED AND ADOPTED this 4<sup>th</sup> day of June, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

LEGAL DEPARTMENT MEMORANDUM  
NO. 2012-2

May 31, 2012

TO: Honorable Mayor McElroy and City Council

FROM: Ryan McCrady, City Manager  
Wendy Morthland, Corporation Counsel  
Michael R. Frazier, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 73 – Offenses

**SUMMARY RECOMMENDATION:** Staff requests that Council pass the proposed ordinance amending Chapter 73, Offenses.

**BACKGROUND:** The proposed change to Chapter 73, Section 28(A) makes consistent the title of the offense (Resisting, Interfering or Obstructing) with the elements of the offense (“It shall be unlawful for any person to knowingly resist, interfere or obstruct” the performance of a peace officer). Previously, the offense was titled merely “Resisting or Interfering” and the elements of the offense stated merely “It shall be unlawful for any person to knowingly resist or obstruct ...”. The proposed change includes all three elements – resisting, interfering or obstructing – in the title and the text of the offense.

**RECOMMENDATION:** Staff recommends the passage of the proposed ordinance in order to maintain consistency in the City Code.

**POTENTIAL OBJECTIONS:** There are no known or expected objections.

**INPUT FROM OTHER SOURCES:** None

**STAFF REFERENCE:** Michael R. Frazier, Assistant Corporation Counsel, at 424-2807.

**BUDGET/TIME IMPLICATIONS:** None

cc: John Robinson  
Amy Waks



ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING CITY CODE**

**- CHAPTER 73 -**

**- OFFENSES -**

BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DECATUR,  
ILLINOIS:

Section 1. That Section 28.A of Chapter 73 of the City Code of the City of Decatur, Illinois, be, and the same is hereby, modified and amended so that Section 28.A as so modified and amended shall provide as follows:

28. RESISTING, INTERFERING OR OBSTRUCTING. A. It shall be unlawful for any person to knowingly resist, interfere or obstruct the performance by one known to the person to be a peace officer or firefighter of any authorized act within the peace officer's or firefighter's official capacity.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of June, 2012.

\_\_\_\_\_  
MICHAEL T. McELROY, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 73

- OFFENSES -

28. RESISTING, ~~OR INTERFERING~~ OR OBSTRUCTING. A. It shall be unlawful for any person to knowingly resist, interfere or obstruct the performance by one known to the person to be a peace officer or firefighter of any authorized act within the peace officer's or firefighter's official capacity.

FINANCIAL MANAGEMENT DEPARTMENT

#2012- 23

**DATE:** July 1, 2009

**TO:** Honorable Mayor Michael T McElroy and City Council

**FROM:** Ryan P. McCrady, City Manager  
Gregg Zientara, Finance Director

**SUBJECT:** Change in Bank Signatory Representatives

**SUMMARY RECOMMENDATION:**

It is recommended that the City Council approve the attached resolution, which deletes Ron Neufeld as a designated Signatory Representative and adds Gregg D. Zientara. The resolution also changes the name of National City Bank to PNC Bank.

**BACKGROUND:**

With the retirement of Ron E. Neufeld as Finance Director and the appointment of Gregg D. Zientara as his replacement, it is necessary that the City Council name him as a Signatory Representative to deliver to the depositories the Corporate Account Resolution at each of the designated depositories, to sign bank signatory cards for each bank account, to authorize payments through electronic entries through the ACH Funds Transfers system and to authorize the wire transfers from and into the checking and deposit accounts held in the name of the City of Decatur.

**POTENTIAL OBJECTION:**

There are no known objections to this resolution.

**INPUT FROM OTHER SOURCES:**

None

**STAFF REFERENCES:**

Gregg Zientara, Finance Director - 424-2702

The Finance Director, Gregg Zientara will be in attendance at the City Council meeting to answer any questions of the City Council on this item.

**BUDGET/TIME IMPLICATIONS:**

This has no direct impact on the City budget.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING SIGNATORY REPRESENTATIVES FOR  
FUNDS WITH THE FOLLOWING DESIGNATED DEPOSITORIES**

BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF DECATUR,  
ILLINOIS:

Section 1. That the following officers of the City of Decatur, Illinois ("Depositor"):

Ryan P. McCrady, City Manager  
Gregg D. Zientara, Treasurer and Director of Financial Management  
Patricia L. Hansen, Comptroller

are hereby designated as "Signatory Representatives" and authorized, for and on behalf of the Depositor: (1) to deliver to the depositories the Corporate Account Resolution at each of the designated depositories; (2) to sign bank signatory cards for each bank account, either checking or deposit accounts or certificates of deposit, to be opened and maintained on behalf of or held in the name of the City of Decatur, Illinois at each of the designated depositories; (3) to authorize payments through electronic entries through the ACH Funds Transfers system consisting of the National Automated Clearing House Association, any local automated clearinghouse, and the Federal Reserve banks; and (4) to authorize the wire transfers from and into the checking and deposit accounts held in the name of the City of Decatur, Illinois at the following designated depositories.

Section 2. The following named banks or other depositories be, and they are hereby, designated depositories of the City:

Decatur, Illinois

Busey Bank  
Hickory Point Bank and Trust  
PNC Bank  
Soy Capital Bank and Trust  
Regions Bank

Springfield, Illinois

The Illinois Funds (Illinois Treasurer Investment Pool)

Section 3. That the Treasurer and the City Clerk be, and they are hereby, authorized and directed to execute Corporate Deposit Account Resolutions, ACH Funds transfer agreements and wire transfer agreements, listing the information contained herein, for each of said designated depositories.

Section 4. That this resolution will continue in full force and effect until the designated depository receives notice in writing from the City Clerk of the revocation thereof by a resolution duly adopted by the Council.

Section 5. That Resolution R2008-186 be, and the same is hereby, repealed.

PRESENTED AND ADOPTED this 4<sup>th</sup> day of June, 2012.

---

MAYOR

ATTEST:

---

CITY CLERK

## INFORMATION MEMORANDUM

2012-07

Date: May 30, 2012

To: Mayor McElroy and City Council Members

From: Ryan P. McCrady, City Manager 

Re: Municipal Aggregation

Several Cities in Central Illinois have taken advantage of a provision in state law that allows municipal aggregation for residential electric purchases as a method to reduce electric bills for their citizens. Before moving forward, municipal aggregation must be approved by voters via a referendum question on an election ballot. I have attached a recent article from the Illinois Municipal League that provides a thorough description of municipal aggregation. The referendum question would appear on the ballot in the following way:

*"Shall Decatur have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such a program?"*

There are two types of municipal aggregation programs: opt-out and opt-in. Only the "opt-out" program requires approval via a referendum.

The first step would be for the City to select a consultant to handle the referendum and bidding process. There is no cost to the City for their assistance. The consultant would be paid by the electric supplier who is awarded the bid. Also, there is no cost to the City if the referendum fails. The Consultant would bear all the cost and risk of the campaign to have the referendum approved. The City has no financial obligations.

I thought it would be beneficial for us to discuss municipal aggregation in a Study Session before the City moved forward with an RFP to select a consultant. I will be in attendance at the City Council meeting to answer any questions that you may have regarding this issue.



# Municipal Electric Aggregation: What it Means for You

BY AARON RASTY, CO-FOUNDER AND PRESIDENT, BLUESTAR ENERGY SOLUTIONS

## MUNICIPAL ELECTRIC AGGREGATION

Electricity supply is one area to consider as municipalities look for ways to reduce costs and provide additional value to their communities and enhance their environmental impact. As you may know, Illinois is one of several deregulated states, offering businesses and the public the opportunity to purchase energy from a retail electric supplier. In fact, Illinois is a prime location where municipalities can make the most out of the deregulated energy market.

Through Municipal Electric Aggregation, Illinois municipalities can help residents and small businesses maximize their savings by reducing energy costs and furthering energy efficient practices for the community. It is the method by which municipal or county governments can enter into electricity purchasing agreements on behalf of consumers within their jurisdiction. By aggregating the buying power of a large number of small customers, a non-profit municipal entity can get a better deal for those customers than they would if they shop for electricity on an individual basis. In addition, it offers residents an opportunity to understand and take advantage of the benefits of a deregulated electric market.

## AGGREGATION PROGRAMS

There are two ways for local governments to aggregate their communities for the purchase of energy – “opt-in” and “opt-out.” Opt-in aggregation requires the individual to enroll in the program before being included in the aggregation pool of customers. Opt-out aggregation automatically includes each household in the aggregated pool unless the individual affirmatively “opts out,” or decides not to participate.

We believe the more viable option is to provide aggregation service on an opt-out basis — customers are much more likely to utilize this service if it is provided to them on a default basis. Additionally, in opt-out aggregation the aggregator has a more

predictable energy load to use in negotiating with suppliers. Having a relatively predictable pool size of customers may increase an electric supplier’s willingness to offer lower prices and enhanced services.

## BENEFITS OF AGGREGATION

Properly implemented, municipal aggregation programs offer several benefits to the end-user, including:

- ♦ **COMPETITIVE OPPORTUNITIES:** Suppliers generally compete harder for a large group of customers available through a single solicitation (such as municipal aggregation) than when approaching customers one-by-one. Suppliers are willing to provide extremely aggressive pricing in aggregation settings because of the opportunity to acquire a large number of customers quickly and at a relatively low cost per acquisition.
- ♦ **GREATER BUYING POWER:** Aggregation of demand is a way to obtain services or products at favorable prices and terms. The same is true for the purchase of electricity. Because of economies of scale, load aggregation increases the buying power of participating consumers, particularly if they seek customized services. The competitive pressure created by this increased buying power drives prices lower. This process means greater savings for municipalities and their residents.
- ♦ **ENVIRONMENTAL BENEFITS:** Municipal Electric Aggregation in Illinois is also a direct way to achieve meaningful environmental benefits. This provides an opportunity to identify environmentally-responsible energy sources, such as wind or solar, that will be part of the supply mix for the community. It is important to consider designing and implementing a meaningful energy efficiency and sustainability program that can be funded exclusive of municipal expenditures.

MUNICIPAL ELECTRIC AGGREGATION CONTINUES ON PAGE 16

- ♦ **OTHER TANGIBLE ECONOMIC BENEFITS:** Depending on how effective the program is managed, municipalities may be able to creatively apply the revenue streams for grants, free energy audits for local businesses, new energy efficiency projects, a new park or other uses.

Municipal Electric Aggregation has been successfully implemented in several other states, with Ohio being a leader. Ohio introduced aggregation in 2001 and by 2003 it was responsible for 93 percent of the electricity switching over in the state. Some 200 municipalities in Ohio, via the Northeast Ohio Public Energy Council (NOPEC), demonstrated that it is possible to put a proposal for "opt-out aggregation" to their electorate. They received support, put municipal supply out to bid, and received a better price for electricity and/or gas supply than the standard price set by the incumbent utility. The procedure is now standardized, professional advice and expertise are widely available, and the whole process can be completed in a little over 12 months. Grants were made available from this program in Ohio. Those involved credit both the Public Utilities Commission of Ohio (PUCO) and the

Ohio Consumer Counsel (OCC) for helping to make Municipal Electric Aggregation a success.<sup>1</sup>

## MUNICIPAL ELECTRIC AGGREGATION IN ILLINOIS

Municipal Electric Aggregation became available in Illinois due to the 2007 passage of the Illinois Power Agency Act, which authorized municipal and county authorities to negotiate electric power supply arrangements for their residential and small business consumers.

The Act allows local municipal or county governments to aggregate the electric loads of the residential and small business consumers within their boundaries, in order to negotiate terms with a power supplier. If accounts are transferred to a different energy supplier, the local utility (either ComEd or Ameren) remains the distributor of all electricity, while the new supplier would actually sell the electric power.

In 2011, 24 towns in the ComEd territory placed referendums on their ballots, 21 of which were approved. Below is a snapshot of communities pursuing Municipal Electric Aggregation at this time.

Community	Status
<b>Campton Hills</b>	Referendum Passed
<b>Crest Hill</b>	Supplier - Direct Energy, Rate - 5.89 cents per kWh through September 2013
<b>Elburn</b>	Supplier - Direct Energy, Rate - 5.99 cents per kWh through October 2012
<b>Erie</b>	Supplier - Nordic Energy Services, Term - 3 years
<b>Fox River Grove</b>	Supplier - Direct Energy, Rate - 5.99 cents per kWh through September 2013
<b>Fulton</b>	Supplier - FirstEnergy Solutions, Rate - 6.23 cents per kWh (residential) through July 2014
<b>Glenwood</b>	Supplier - Direct Energy, Rate - 5.99 cents per kWh through September 2013
<b>Grayslake</b>	Referendum Passed
<b>Harvard</b>	Supplier - Direct Energy
<b>Lincolnwood</b>	Referendum Passed
<b>Milledgeville</b>	Supplier - FirstEnergy Solutions, Rate - 5.90 cents per kWh, Term - 3 years
<b>Morris</b>	Referendum Passed
<b>Mount Morris</b>	Referendum Passed
<b>New Lenox</b>	Supplier - Direct Energy, Rate - 5.89 cents per kWh through September 2013
<b>North Aurora</b>	Supplier - Integrys, Rate 5.75 cents per kWh (residential), Term - 2 years
<b>Oak Brook</b>	Referendum Passed
<b>Oak Park</b>	Referendum Passed
<b>Polo</b>	Referendum Passed
<b>Sugar Grove</b>	Supplier - Direct Energy, Rate - 5.99 cents per kWh through September 2013
<b>Wood Dale</b>	Referendum Passed

Source: Illinois Commerce Commission (ICC)



## IMPLEMENTATION PROCESS

While there is much more information to share on the process of Municipal Electric Aggregation, the top steps for implementation include the following:

1. Identify and retain a consultant or identify internal resources to manage program.
2. Submit referendum to be put to the electors at the next regular election in that location.
3. Receive affirmative vote of electorate.
4. Develop a plan of operation and governance for the aggregation program, and hold at least two public hearings on it.
5. Prepare an RFP and put it out to bid.
6. Notify electric utility customers in the city of the rates, conditions of enrollment and provide option to "opt-out" of the aggregation.

## TIMELINE

Below is a general timeline of the key activities for a community plan for 2012.

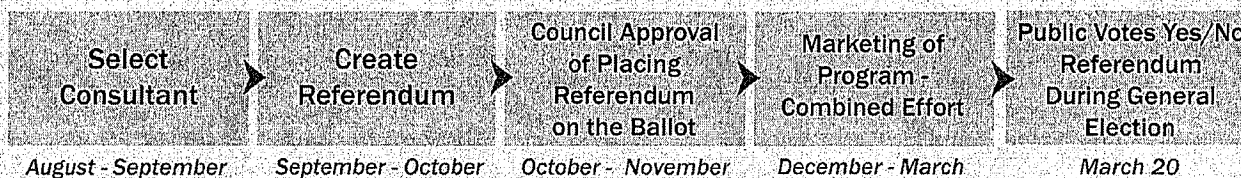
## CHALLENGES & CHOICES

Most communities may lack the necessary expertise and staff to handle the aggregation process on their own. There may be challenges with managing the technical and legal aspects of analyzing load data, administering the RFP process, leading negotiations with suppliers and providing ongoing management and monitoring on behalf of constituents.

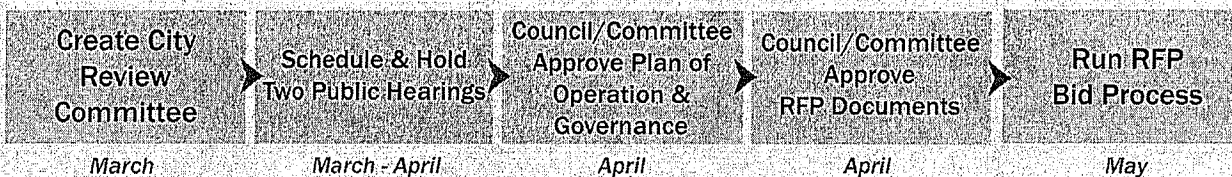
To help with the overall aggregation process, it may be prudent to consider working with a consultant with experience and capabilities to help get the job done. Municipalities typically work with a consultant to manage contracts and develop and implement energy efficiency programs, as well as to lead voter education efforts before and after the referendum. The consultant's role is to design an aggregation plan that both complies with applicable law as well as serves the agreed upon needs of the community. The consultant assists in administrative issues, solicits bids, and coordinates the selection of a supplier. After supplier selection and execution of a contract, the consultant's role is monitoring and administering the contract. The local electric utility is subject to the same laws, regulations and tariffs as the services used by other retail

MUNICIPAL ELECTRIC AGGREGATION CONTINUES ON PAGE 18

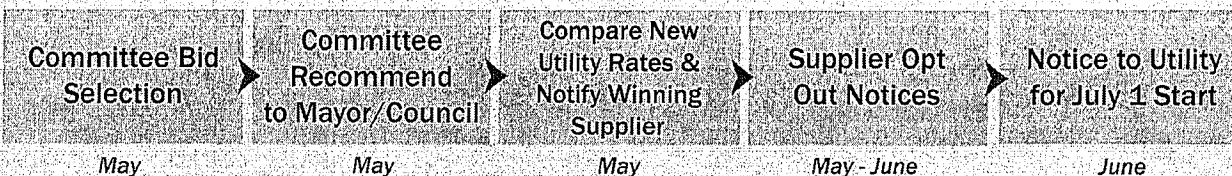
### Stage 1



### Stage 2 - Assume referendum is approved



### Stage 3



#### MUNICIPAL ELECTRIC AGGREGATION CONTINUES

customers; there is no degradation in utility service or bias against customers or communities utilizing municipal aggregation. In addition, the supplier serving the community is subject to strict oversight by the Illinois Commerce Commission, including licensing, consumer information, and renewable portfolio standards.

There are several attributes to look for when considering a consultant, such as:

- ♦ **INDEPENDENCE** – It is important that the consultant is completely neutral in the selection of a supplier. This independence may lend greater credibility to the public perception of the program.
- ♦ **EXPERTISE/SOLUTIONS** – The consultant should have a wide range of expertise with retail electric supply, wholesale energy markets, regulatory experience and demand-side management experience, especially if the municipality is considering energy efficiency and conservation programs in the future.

One such example with an efficiency program is right here in Illinois. The city of Aurora developed the Go Green Aurora campaign to increase renewable energy purchases by households and businesses and qualify

as the first U.S. Environmental Protection Agency (EPA) Green Power Community in Illinois. Aurora has helped conserve natural resources by reducing the city's carbon footprint, supporting the creation of clean energy jobs in the U.S. and assisting in the generation of new renewable energy.

- ♦ **LOCAL PERSPECTIVE** – It helps having a consultant who knows the essentials of electric supply and efficiency within Illinois. Each electric utility has its own nuances and restrictions with electric supply, rebate programs and other activities, which is why it helps to have a consultant who knows the area well.

#### MOVING YOUR COMMUNITY FORWARD

Municipal Electric Aggregation provides an opportunity to unlock savings for municipalities and their communities. It also can help support broader energy efficiency and sustainability efforts in the community, including solar generation of power. At BlueStar Energy, we believe that the cheapest and cleanest kilowatt hour is the one not used. Overall, this aggregation process can lead to lasting, meaningful change and real economic benefits to municipalities and their residents.

<sup>1</sup> Footnote: Stephen Littlechild, "Municipal Aggregation and Retail Competition in the Ohio Energy Sector," August 2007

